



DEPARTMENT OF ADMINISTRATIVE SERVICES



STATE OF CONNECTICUT

August 2, 2013

165 Capitol Avenue
Hartford, CT 06106-1658

Ed Silva
PAETEC Communications
600 Willowbrook Office Park
Fairport, NY

Re: Master Agreement between PAETEC Communication, Inc., and Connecticut State University System dated June 30, 2010.

Dear Mr. Silva:

This letter will confirm, Per CGS 4a-53(b) the State of Connecticut will commence utilizing the Master Agreement between PAETEC Communication, Inc., and Connecticut State University System dated June 30, 2010 ("Agreement").

Purchase will be made in accordance with the terms and conditions of that Agreement and include the following provisions;

ORDERING PROCESS

By counter signing below, PAETEC confirms that Customer may order Services from PAETEC pursuant to the Agreement utilizing Customer's Telecommunications Service Request ("TSR") or Purchase Order ("PO") process. PAETEC will provide Customer with a rate schedule to be submitted with the TSR or PO forms. Rates will be based on the attached Rate Schedule. The TSR form will reflect the monthly recurring charges for the Services to be provided.

During the term of the Agreement, PAETEC will not increase Customer's monthly recurring charges for the Services being provided under the Agreement (or, in the case of long distance services, the per minute charge for such services) by any amount above the amounts set forth in the Rate Schedule. The forgoing right shall not apply to changes to, additions of and/or increases in applicable fees, taxes and other government-mandated charges.

The Agreement noted above will govern the relationship between PAETEC and Customer.

State of Connecticut

By: Carol Wilson

Name: Carol Wilson
Title: Procurement Director

Inc: Rate Schedule

Acknowledged and Confirmed
PAETEC Communications

By: Jason Grover

Name: JASON GROVER
Title: REGIONAL DIRECTOR

8/7/13



RATE SCHEDULE

Customer Name

State of Connecticut/DAS BEST

EAN (Account Number) 4337107

Install Street Address 101 E River Dr

City, State, Zip EAST HARTFORD, CT, 06106-3274

Opportunity ID 727869

Proposal / Quote ID 949801

Proposal Type Upsell

Contract Term 60

	Included	Total Qty	Price/Unit	Total Price
Access Loop				
Fast Ethernet Local Loop - 50 Mbps Charge	..	1	\$800.00	\$800.00
Dynamic IP Services				
20 DID Station Numbers *	..	1	\$2.05	\$2.05
Advanced Managed Router Charge	..	1	\$35.00	\$35.00
Cisco 3925-ETH Charge	..	1	\$158.00	\$158.00
50 Mb High Speed Dynamic IP Port Fast Ethernet SIP Features Converged	..	1	\$900.00	\$900.00
Enterprise Trunking Charge	..	1	\$175.00	\$175.00
FSLC Charge	..	30	\$9.20	\$276.00
IP Direct Trunk Overflow Charge *	..	1	\$34.95	\$34.95
Total Features				\$2,179.00

Usage Rates	Dedicated Rate	Switched Rate	Initial Increment	Additional Increment	Call Rounding
Regional Long Distance Charges	0.0200'		6 sec	6 sec	2 digit ↑
In State Long Distance Charges	0.0200'		6 sec	6 sec	2 digit ↑
Out of State Long Distance Charges	0.0180'		6 sec	6 sec	2 digit ↑
International Long Distance Charges	Standard International'		30 sec	6 sec	2 digit ↑
Caribbean Long Distance Charges	Standard International'		30 sec	6 sec	2 digit ↑
Canadian Long Distance Charge	Standard International'		30 sec	6 sec	2 digit ↑
Long Distance Directory Assistance Charges	1.9900'				

Other Charges (Non-Recurring)	Included	Total Qty	Price/Unit	Total Price
Access Loop				
Special Construction Install Charge	..	1	\$0.00	\$0.00
Local Loop Install Charge	..	1	\$0.00	\$0.00
Common Voice Features				
LNP	..	1	\$1.25	\$1.25
Dynamic IP Services				
High Speed Dynamic IP Port Install	..	1	\$0.00	\$0.00
Advanced Managed Router Install Charge	..	1	\$0.00	\$0.00
Data Accessories kit 1 Charge	..	1	\$0.00	\$0.00
Total Other Charges (Non-Recurring)				\$1.25

Total Solution	Total Price
Total Monthly Recurring Charges	\$2,179.00
Total Non-Recurring Charges	\$1.25

In the event Customer's Services include fees associated with installing enterprise data products, including but not limited to, Ethernet Internet Service, MPLS, Hosted VoIP, VoIP and Data, Managed Security or Managed Router, and unless a Proposal provides otherwise, fifty percent (50%) of Customer's non-recurring costs ("NRCs") shall be paid by Customer on the Effective Date, prior to Company starting any work to install the Services. The remaining fifty percent (50%) of the NRCs shall be paid upon receipt of the first invoice after billing has started pursuant to this Section. Customer's NRCs, if any, will be identified in the Proposal. If this is a change or addition to Services currently received by Customer at the service location listed on this Proposal, this Proposal supersedes the existing Proposal or Service Schedule related to the location and the term set forth herein begins upon the earlier of (i) the installation Date (which may be the date administrative access to certain software-based is granted to Customer); or (ii) 30 days after delivery of the applicable facility or equipment to the Customer premises (if the delay in connection of the facility and/or equipment is due to Customer or its agent). For existing customers, any rate or Product changes ("Changes") will be effective at the start of the next billing cycle after the Changes have been made, which could be at least two bill cycles from the date of this Proposal. In the event Customer requests after-hours work be done to redesign, reconfigure, or otherwise alter or install new services and Company incurs LEC charges, Company will pass such charges on to Customer, and Customer shall be responsible for the charges.

Rates listed within the Usage Rates section are applicable for all locations, unless otherwise noted on the individual Service Location listing in the Usage Rates sub-section.

Notes: 1 - Per Minute 2 - Per Call 3 - Per Minute per Participant

* Rates are subject to change on 30 days notice via bill message on customer's invoice.

** Additional charges apply for all local, long distance and 8XX features, network access charge, router maintenance, CPE maintenance and directory listings. For the current features pricing, go to <http://www.paetec.com/about-us/notice>.

*** Amounts listed are reasonable approximations based on initial proposal. Actual amounts shall depend on final lease amount set forth in the Customer's Lease Agreement.

† Each call is billed to two decimal places and rounds the billed amount for each call up to the nearest whole cent.

Customer Name		
Customer Name	State of Connecticut	EAN (Account Number)
Install Street Address		City, State, Zip
Opportunity ID		Proposal / Quote ID
Proposal Type		Contract Term

	Included	Total Qty	Price/Unit	Total Price
Dynamic IP Services				
Phone System Centralization VTN with New PAETEC Facility	--	1	\$0.10	\$0.10
Toll-Free (8xx)				
Toll-Free Access *	--	1	\$0.87	\$0.87
Total Features				\$0.97

Usage Type	Dedicated Rate	Switched Rate	Initial Increment	Additional Increment	Call Rounding
Out of State 8XX Charges	0.0160†	0.0350†	30 sec	6 sec	2 digit †
Regional 8XX Charges	0.0200†	0.0350†	30 sec	6 sec	2 digit †
In State 8XX Charges	0.0200†	0.0350†	30 sec	6 sec	2 digit †
International 8XX Charges	Silver†	Silver†	30 sec	6 sec	2 digit †
Canadian 8XX Charges	0.0250†	0.0657†	30 sec	6 sec	2 digit †

Other Charges (Non-Recurring)	Included	Total Qty	Price/Unit	Total Price
Common Voice Features				
LNP	--	1	\$0.00	\$0.00
Total Other Charges (Non-Recurring)				\$0.00

Total Solution	Total Price
Total Monthly Recurring Charges	\$0.97
Total Non-Recurring Charges	\$0.00

† Each call is billed to two decimal places and rounds the billed amount for each call up to the nearest whole cent.



LETTER OF AUTHORIZATION

I am the Customer of Record or the Authorized Representative responsible for payment for each of the telephone numbers listed herein. I appoint PAETEC Communications, Inc., on behalf of itself and its affiliates ("PAETEC") a Windstream company to act as my agent for the purpose of collecting account information (including service records and equipment listings) and implementing the change(s) authorized on this document and to investigate my credit history to the full extent permitted by applicable law. I understand that I may only select one local exchange carrier and one primary interexchange carrier for any one telephone number for the services selected below. Further, I understand that my current local exchange provider may charge a per-line fee for changing long distance carriers. Other charges for switching local exchange carriers may apply.

When accompanied by a signed service agreement, I authorize PAETEC to act as my agent for the purposes of coordinating, ordering, and/or converting of the specific telecommunications service(s) that my existing telecommunications carrier(s) provide to me. I hereby authorize the change of my telecommunications carrier(s) from that/those which I am currently using to PAETEC for each of the service types that I have designated below and in my service agreement. This includes without limitation the removal, addition, rearrangement or conversion of those telecommunications services to PAETEC. I acknowledge that I must not cancel service with my current provider until the port process to PAETEC is complete. To the extent I have any duplication of service with my current provider, I understand that I am responsible for cancelling such service with my current provider upon completion of service activation with PAETEC.

INSTRUCTIONS: LIST ALL APPLICABLE BILLING TELEPHONE NUMBERS ("BTNs and all associated telephone numbers") IN TABLE 2 BELOW OR LIST THE MAIN BILLING TELEPHONE NUMBER BELOW AND ATTACH A DOCUMENT IDENTIFYING ALL ASSOCIATED TELEPHONE NUMBERS SUBJECT TO THIS LOA; THEN MARK EITHER TABLE 1 OR COMPLETE THE REMAINDER OF THE BLOCKS IN TABLE 2.

I hereby select PAETEC as my primary provider of:

(1) ALL of the services selected in Table 1 below for all the BTNs listed in Table 2 below:

Table 1

Local Service	IntraLata Toll Service	In-State Long Distance	Domestic Long Distance	International
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

OR

(2) on a per line basis, only the selected services for the following BTNs:

Table 2

BTN (Billed Telephone Number) (use additional sheets for more BTNs)	Local Service	IntraLata Toll Service	In-State Long Distance	Domestic Long Distance	International
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

THIS AGREEMENT WILL REMAIN IN EFFECT UNTIL REVOKED IN WRITING BY THE CUSTOMER.

Authorized Customer Signature: _____		Date: _____	
Customer Name: _____	Telephone Number: _____		
Customer Address: _____	Federal Tax ID Number: _____		
City, State, Zip: _____	D.B.A (If applicable): _____		

*or the following Windstream companies: US LEC CORP. d/b/a PAETEC Business Services; US LEC COMMUNICATIONS L.L.C. d/b/a PAETEC Business Services; US LEC OF ALABAMA LLC d/b/a PAETEC Business Services; US LEC OF FLORIDA LLC d/b/a PAETEC Business Services; US LEC OF GEORGIA LLC d/b/a PAETEC Business Services; US LEC OF MARYLAND LLC d/b/a PAETEC Business Services; US LEC OF NORTH CAROLINA L.L.C. d/b/a PAETEC Business Services; US LEC OF PENNSYLVANIA L.L.C. d/b/a PAETEC Business Services; US LEC OF SOUTH CAROLINA L.L.C. d/b/a PAETEC Business Services; US LEC OF TENNESSEE L.L.C. d/b/a PAETEC Business Services; US LEC OF VIRGINIA L.L.C. d/b/a PAETEC Business Services; PAETEC Communications of Virginia, Inc., McLeodUSA Telecommunications Services, L.L.C. d/b/a PAETEC Business Services and McLeodUSA Information Services, L.L.C.; Intellifiber Networks, Inc.; Cavalier Telephone L.L.C. d/b/a PAETEC Business Services; Cavalier Telephone Mid-Atlantic L.L.C. d/b/a PAETEC Business Services; Talk America, Inc. d/b/a Cavalier Telephone and PAETEC Business Services; Talk America of Virginia, Inc., d/b/a Cavalier Telephone and PAETEC Business Services; LDM Telecommunications, Inc. d/b/a Cavalier Telephone and PAETEC Business Services; Network Telephone Corporation d/b/a PAETEC Business Services; The Other Phone Company, Inc d/b/a PAETEC Business Services.


windstream.

TOLL FREE LETTER OF AGENCY

PAETEC ("PAETEC")¹ now part of Windstream, has authorization for the management and administration of Customer's Toll-Free number(s) listed below. The undersigned toll free number holder ("the holder") appoints PAETEC as the Responsible Organization ("RESP ORG") for the toll free numbers listed below, and authorizes PAETEC to make any revisions to the information provided below as may be necessary to effect the intended transfer. The holder attests that it is the exclusive end-using subscriber of such toll free numbers and releases from liability any person to whom this letter is provided for carrying out the requested transfer of RESP ORG designation, as specified herein.

Toll Free Number:	Rings to:	Toll Free Number:	Rings to:
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Customer must provide the following information exactly as it appears on Customer's most recent bill copy:

State of Connecticut/DAS BEST

Business Name (the "holder")

101 E River Dr

(Current Billing Street Address)

EAST HARTFORD, CT 06108-3274

(City, State and Zip)

Customer agrees to pay all charges for toll-free service and any additional charges billed by previous provider(s) of service(s). The undersigned has read this LOA form and by his/her signature acknowledges receipt of a copy of this form and agrees to the terms and conditions outlined herein. Customer retains full liability for publication or distribution of a number prior to connection of the service to the proper facility.

Authorized Signature

Date

Print Authorized Name

Title

Phone Number

For RESP ORG use only:

Current RESP ORG:

Requested Transfer Date:	Time:	AM/PM:	
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¹ Or one of these Windstream companies: PAETEC Communications, Inc.; McLeodUSA Telecommunications Services, L.L.C. d/b/a PAETEC Business Services; McLeodUSA Information Services, Inc.; US LEC COMMUNICATIONS LLC d/b/a PAETEC Business Services; US LEC OF ALABAMA LLC d/b/a PAETEC Business Services; US LEC OF FLORIDA LLC d/b/a PAETEC Business Services; US LEC OF GEORGIA LLC d/b/a PAETEC Business Services; US LEC OF MARYLAND LLC d/b/a PAETEC Business Services; US LEC OF NORTH CAROLINA LLC d/b/a PAETEC Business Services; US LEC OF PENNSYLVANIA LLC d/b/a PAETEC Business Services; US LEC OF SOUTH CAROLINA LLC d/b/a PAETEC Business Services; US LEC OF TENNESSEE LLC d/b/a PAETEC Business Services; US LEC OF VIRGINIA L.L.C. d/b/a PAETEC Business Services and PAETEC Communications of Virginia, Inc.; Intellifiber Networks, Inc.; Cavalier Telephone L.L.C. d/b/a PAETEC Business Services; Cavalier Telephone Mid-Atlantic L.L.C. d/b/a PAETEC Business Services; Talk America, Inc. d/b/a Cavalier Telephone and PAETEC Business Services; Talk America of Virginia, Inc., d/b/a Cavalier Telephone and PAETEC Business Services; LDMI Telecommunications, Inc. d/b/a Cavalier Telephone and PAETEC Business Services; Network Telephone Corporation d/b/a PAETEC Business Services; The Other Phone Company, Inc. d/b/a PAETEC Business Services.